

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

KOCH ACTON, INC. d/b/a DYNAMIC)
BEACON,)
)
Plaintiff,)
v.) CIVIL ACTION
) NO. 21-10374-FDS
BENJAMIN KOLLER, JUSTIN BRUN and)
AGILE CREATIVE SOLUTIONS, LLC,)
)
Defendants.)

**ORDER ON PLAINTIFF'S MOTION FOR PROTECTIVE
ORDER AND/OR TO QUASH NON-PARTY SUBPOENAS**

This matter is before the court on the “Plaintiff’s Motion for Protective Order and/or to Quash Non-Party Subpoenas” (Docket No. 100). After consideration of the parties’ written submissions and their oral arguments, the motion is ALLOWED IN PART and DENIED IN PART as follows:

1. With respect to the 10 subpoenas directed to Dynamic Beacon’s existing customers (“Existing Customers”), it is hereby ORDERED as follows:
 - a. Dynamic Beacon shall produce (i) any contracts or agreements between Dynamic Beacon and the Existing Customers; (ii) any contracts or agreements between Market Masters Media Group, Inc. (“MMMG”) and the Existing Customers; (iii) any invoices that Dynamic Beacon issued to the Existing Customers; and (iv) any invoices that MMMG issued to the Existing Customers.
 - b. Unless otherwise indicated, the Document Requests shall pertain to the time period from 2017 to the present.
 - c. If appropriate, the plaintiff may use the “attorneys’ eyes only” designation for contracts or agreements dated after the departure of the individual

defendants from the plaintiff's company. However, nothing herein shall prevent the defendants from challenging that designation if appropriate.

- d. To the extent any of the Document Requests propounded to Dynamic Beacon seek documents and communications between the plaintiff and others, the others shall be interpreted to include at least the Existing Customers. However, nothing herein is intended to preclude any objections the plaintiff may have to any of the Document Requests.
- e. As agreed, Dynamic Beacon shall amend its responses to the defendants' First Request for Production of Documents to Plaintiff to clarify that its production includes documents maintained by MMMG as its agent.
- f. The Existing Customers to whom the subpoenas were directed are not required to produce any responsive documents at this stage in the case.

2. The defendants shall revise the subpoena directed at MMMG and produce a copy of the revised subpoena to the plaintiff. Thereafter, the parties shall meet and confer in an effort to reach agreement on the substance of the subpoena. If no agreement is reached, the defendants may serve the subpoena on MMMG. If any disputes remain following MMMG's response to the subpoena, the parties may seek guidance from the court if appropriate.

3. This Order shall be without prejudice to renewal of the plaintiff's motion, if appropriate, in the event disputes remain following the production of documents, or to the reissuing of subpoenas following the production of documents if appropriate.

/s / Judith Gail Dein
Judith Gail Dein
United States Magistrate Judge

DATED: May 10, 2022